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C. HEIM

THIS IS NOT A COMPULSORY ARBITRATION CASE - This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq*.,
AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED

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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA **By Attorney General David W. Sunday, Jr.**	:	
Plaintiff	:	
v.	:	**CIVIL DIVISION – EQUITY**
JC HOME & CONSTRUCTION MANAGEMENT, LLC d/b/a JC Home Repair d/b/a JC Construction **611 O'Hara Court** **Williamstown, NJ 08094**	:	**_____ TERM 2026** **No. _____**
AND	:	
JULIAN CALDWELL, individually and as Managing Member of JC Home & Construction Management, LLC **611 O'Hara Court** **Williamstown, NJ 08094**	:	
Defendants	:	

Case ID: 261100716

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia Bar Association
Lawyer Referral & Information Service
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6333
PA Bar Association: www.pabar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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SI NO PUEDE CONTRATAR CONTRATAR A UN ABOGADO, ESTA OFICINA PODRÍA LE PROPORCIONARLE INFORMACIÓN SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES POR UNA TARIFA REDUCIDA O SIN CARGO.

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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA **By Attorney General David W. Sunday, Jr.** **Plaintiff** **v.** **JC HOME & CONSTRUCTION MANAGEMENT, LLC d/b/a JC Home Repair d/b/a JC Construction** **611 O'Hara Court** **Williamstown, NJ 08094** **AND** **JULIAN CALDWELL, individually and as Managing Member of JC Home & Construction Management, LLC** **611 O'Hara Court** **Williamstown, NJ 08094** **Defendants**	:	**CIVIL DIVISION – EQUITY** **_____ TERM 2026** **No. _____**

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. ("Commonwealth" and/or "Plaintiff"), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* ("Consumer Protection Law"), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices, in the conduct of any trade or commerce, declared unlawful by the Consumer Protection Law and the Pennsylvania *Home Improvement Consumer Protection Act,* 73 P.S. §§ 517.1, *et seq*. ("HICPA").

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The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the unfair methods, acts and practices of the Defendants. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the Defendants' conduct. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law.

In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a) and (c).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr., with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant JC Home & Construction Management, LLC d/b/a JC Home Repair

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d/b/a JC Construction ("JC Construction" or "Defendant" or collectively as one of the "Defendants") is a domestic limited liability corporation formed under the laws of the Commonwealth of Pennsylvania, with a registered business address of 1407 N. Honan Street, Chester, PA 19013, and doing business from a location at 611 O'Hara Court, Williamstown, New Jersey 08094. Upon information and belief, JC Construction previously operated from a location at 114 Ridge Avenue, Darby, Pennsylvania 19023.

5. Defendant Julian Caldwell ("Caldwell" or "Defendant" or collectively as one of the "Defendants") is an adult individual who, upon information and belief, resides at 611 O'Hara Court, Williamstown, New Jersey 08094. Upon information and belief, Defendant Caldwell previously resided and conducted business from 114 Ridge Avenue, Darby, Pennsylvania 19023. Defendant Caldwell is the Managing Member of JC Construction.

BACKGROUND

6. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania under the names "JC Home & Construction Management, LLC," "JC Home Repair," and "JC Construction" by advertising, marketing, offering, selling, and/or performing home improvement services, as defined in Section 517.2 of HICPA.

7. At all times relevant and material hereto, Defendant Caldwell engaged in, approved, endorsed, directed, ratified, controlled, and/or otherwise participated in the conduct and practices alleged herein.

FACTS

8. Defendant Caldwell operated a home improvement business under the name "JC Home Repair" for approximately two years, from 2018 to 2020.

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9. Defendant Caldwell did not register this business with the Pennsylvania Department of State, Corporations Bureau at its inception, nor did he register the business with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection ("Bureau") prior to holding himself out as a home improvement contractor and performing home improvement work.

10. Defendant Caldwell registered JC Home & Construction LLC as a business entity with the Pennsylvania Department of State, Corporations Bureau on July 17, 2020. The business entity number associated with Defendant's operation is 7091614.

11. For approximately two years, from July 2020 through June 2022, Defendants also failed to register JC Home & Construction LLC as a home improvement contractor with the Bureau prior to holding themselves out as home improvement contractors and performing home improvement work.

12. On June 13, 2022, Defendants registered JC Construction with the Bureau and was assigned registration number PA174445.

13. On August 16, 2023, that registration was deactivated due to Defendants' failure to correct discrepancies with their business address and failure to provide updated insurance information.

14. On April 4, 2024, Defendants re-registered JC Construction with the Bureau and was assigned registration number PA191207.

15. On December 29, 2024, that registration was deactivated because Defendants failed to provide the Bureau with a valid certificate of insurance and failed to provide complete and accurate information about past civil judgments against them.

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16. On or about June 14, 2025, Defendants were informed by the Commonwealth that they were prohibited from holding themselves out as contractors or performing home improvement work unless and until they registered with the Bureau. On that same day, Defendants registered JC Construction with the Bureau again and were assigned registration number PA202551. Defendants' current registration is scheduled to expire on June 14, 2027.

17. In numerous instances during the relevant time period, Defendants held themselves out as home improvement contractors, entered into home improvement contracts with consumers, and performed home improvement work despite not being registered with the Bureau, in violation of Section 517.3(a) of HICPA. 73 P.S. § 517.3(a).

18. In numerous instances, Defendants began home improvement projects but, without justification, failed to complete the work stated in the contract and/or completed the work in a shoddy, unworkmanlike manner.

19. In numerous instances, when Defendants failed to complete home improvement work as promised, consumers reached out directly to Defendant Caldwell with questions, complaints, and refund requests.

20. In numerous instances, Defendants failed to adequately resolve consumers' complaints regarding shoddy and/or incomplete work and failed to provide refunds.

21. In numerous instances, Defendants' home improvement contracts failed to include all required notices, including, but not limited to, the notice informing the consumer of his or her right to rescind the contract, as required by Section 201-7(b)(1) of the Consumer Protection Law.

22. In numerous instances, Defendants failed to utilize home improvement contracts which complied with the requirements of Section 517.7(a) of HICPA. A true and correct,

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redacted exemplar copy of Defendants' contract is attached hereto and incorporated herein as Exhibit A. In certain instances, the Defendants presented consumers with only electronic estimates which served as the parties' contract for the home improvement projects to be performed. A true and correct, redacted exemplar copy of Defendants' electronic estimate is attached hereto and incorporated herein as Exhibit B.

23. In numerous instances, Defendants executed home improvement contracts that did not include Defendants' home improvement registration number as required by Section 517.7(a)(1) of HICPA.

24. In numerous instances, Defendants executed contracts that did not include the approximate start and completion date as required by Section 517.7(a)(6) of HICPA.

25. In numerous instances, Defendants executed contracts that did not include the names, addresses, and telephone numbers of all subcontractors on the project as required by Section 517.7(a)(10) of HICPA.

26. In numerous instances, Defendants executed contracts that did not include the Bureau's toll-free phone number as required by Section 517.7(a)(12) of HICPA.

27. In numerous instances, Defendants executed contracts which did not include a notice of the consumer's right to rescission as required by Section 517.7(a)(13) of HICPA.

28. At various points during the relevant time period, Defendants failed to maintain liability insurance covering personal injury and insurance covering property damage caused by a home improvement contractor as required by Section 517.7(a)(11) of HICPA.

29. In numerous instances, Defendants' contracts failed to identify the current amount of insurance coverage maintained at the time of signing the contract as required by Section 517.7(a)(11) of HICPA.

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30. The Bureau has received numerous consumer complaints against the Defendants over several years. The following are examples of the Defendants' alleged conduct in complaints submitted by consumers to the Bureau:

A. In or around 2019, a Montgomery County consumer entered into agreements with Defendants for three home improvement projects, including but not limited to demolition, roof installation, framing, plumbing, electrical work, heating system installation, cooling system installation, insulation installation, window installation, paint, trim and baseboard installation, flooring, landscaping, siding installation, and cement laying at three different properties. The consumer paid Defendants the full contract price for work on the first two properties. Defendants completed a significant amount of work on the first and second properties but did not complete the work and eventually abandoned both projects, forcing the consumer to pay another contractor $10,000 for the first property and $10,000 for the second property to bring the home improvement projects to completion. The full price of the work to be completed by Defendants on the third property was $90,900. Defendants signed a contract for the project, accepted a payment of $20,000 for a specific subset of work in the contract, and started renovations briefly before halting work for two months. Defendants ultimately abandoned the project at the third property as well. The consumer had to contract with another company to complete work at the third property and estimates a loss of $16,000 for payments made to Defendants. The consumer seeks a total refund of $36,000 for work Defendants failed to complete as promised on all three properties.

B. On or about September 13, 2020, a Philadelphia County consumer entered into an agreement with Defendants for the total renovation of a bathroom in the consumer's home. Defendants presented the consumer with an electronic estimate serving as the parties' contract, whereby Defendants agreed to "gut the bathroom to the studs," demolish the tub, install a standing shower, install new plumbing, retile the floors, install new lighting, install an exhaust fan, install sheet rock, sand and paint the room, install a vanity, install a toilet, install new baseboards, and install new door trim. The full price of the work to be completed by Defendants

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was $8,575.00. Defendants' work deviated significantly from what the consumer requested, and Defendants never completed the work described in the parties' contract. Defendants' faulty work in the bathroom caused a leak in the home which ultimately led to the ceiling collapsing in another room, which Defendants failed to adequately repair. The consumer seeks a refund of all money paid for the project.

C. On or about August 7, 2023, a Montgomery County consumer entered into an agreement with Defendants for substantial renovations to the consumer's home. The electronic estimate serving as the parties' contract called for Defendants to complete a full kitchen demolition and install sheet rock, cabinets, backsplash, a light fixture, a faucet, granite, backsplash, new appliances, and paint the kitchen. The contract also included new floor installation, exterior door installation, interior wall demolition, plumbing repairs, window replacements, electrical improvements, tub replacement, sink replacement, toilet replacement, new tile, and paint in other rooms of the home. The full price of the work to be completed by Defendants was more than $50,000. Defendants did not complete the project and the portion that was completed was done in a shoddy manner. Specifically, Defendants damaged the ceiling by removing a weight bearing wall, installed uneven flooring, completed electrical work utilizing the incorrect voltage and left loose wires exposed, and ordered the incorrect windows for the project. To rectify these issues the consumer was forced to hire a new contractor to complete the work. The consumer seeks a refund for all payments made to Defendants for the project.

D. In early 2023, a New Jersey resident entered into an agreement with Defendants for the installation of a new roof, windows, sheet rock, light fixtures, plus painting and other improvements. Defendants presented the consumer with an electronic estimate serving as the parties' contract and represented that the work would be done within thirty (30) days. The full price of the work to be completed by Defendants was $35,462.65. Defendants represented that Defendants had redone the roof but inspection by another contractor revealed that the roof had not been redone nor had it been patched up. Defendants also damaged countertops and

Commented [JH1]: Defendants like in the prior examples, or just JC?

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cabinets in the consumer's home. Defendants disposed of garbage and debris inappropriately by throwing bags out of windows. The consumer paid Defendants $25,000 but believes only $15,000 worth of work was completed. The consumer had to pay another contractor to remove debris from the property to avoid fines.

E. On or about May 15, 2024, a Delaware County consumer aged sixty (60) or older entered into an agreement with Defendants on a home improvement project, to elevate the floors in a residential property. Defendants presented the consumer with an electronic estimate serving as the parties' contract and the consumer paid Defendants $8,771.36. Defendants arrived at the property with subcontractors and after some time told the consumer that the job was complete. The consumer reports that Defendants did not provide a refund, did not complete the job, and the floor of the property is sinking.

F. On or about September 14, 2023, a Philadelphia County consumer aged sixty (60) or older entered into an agreement with Defendants for a complete basement renovation. Defendants agreed to demolish the existing basement and redo the framing, electrical wiring and outlets, plumbing, floors, doors and trim. Defendants also agreed to install a new garage door. The total contract price for the project was $41,570. Defendants presented the consumer with an electronic estimate serving as the parties' contract and the consumer paid Defendants $10,200 in September 2023, $10,000 in early October 2023, and an additional $10,820 in late October 2023. Defendants never completed the project and the portions that were completed were done in a shoddy, unworkmanlike manner. On one occasion, a vendor refused to leave the consumer's home because the vendor had not received a payment they were promised by Defendant Caldwell. The consumer paid $2,000 to satisfy the vendor's demand and Defendant Caldwell assured the consumer that he would reimburse her. The consumer filed a private civil action against Defendants in the Philadelphia Court of Common Pleas. The consumer was awarded a default judgment for $20,900, which Defendants never paid. The case identification number for this case is 240602327.

31. The Commonwealth believes and therefore avers that there may be additional consumers who have not submitted complaints to the Bureau and who have also been harmed

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due to the methods, acts, and practices of the Defendants, which include, but are not limited to, those as alleged herein.

32. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the unfair methods, acts, and practices of the Defendants, as complained of herein and as hereinafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law and HICPA.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA AS TO DEFENDANTS JC CONSTRUCTION AND CALDWELL

DEFENDANTS FAILED TO COMPLETE PROJECTS AND/OR FAILED TO COMPLETE PROJECTS IN A PROFESSIONAL, WORKMANLIKE MANNER

33. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

34. Section 517.9(5) of HICPA prohibits abandoning or failing to perform, without justification, any home improvement contract or project engaged in or undertaken by a contractor. 73 P.S. § 517.9(5).

35. Defendants entered into contracts with Pennsylvania consumers for various general contracting and home improvement services.

36. Defendants received substantial payments from consumers for goods and services associated with home improvement and renovation work to be performed on the consumers' homes and then, in certain instances, failed to perform and abandoned, without justification, the contracted-for work. Additionally, Defendants failed to respond to consumers' complaints and failed to correct defects in their work.

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37. For instance, the consumer whose narrative is described in paragraph 30.F., herein above, contracted with Defendants to complete a host of renovations including a complete basement renovation, electrical wiring, plumbing, floors, and new garage door installation. Defendants accepted more than $30,000 from the consumer but completed only a portion of the work. Defendants never completed the project, and the consumer was forced to pay another contractor to complete the project and correct Defendants' errors. Though the consumer was awarded a default judgment for $20,900, to date, Defendants have never compensated the consumer for their loss.

38. In certain instances where Defendants completed at least a portion of the contracted-for home improvement work, Defendants failed to perform the services in a workmanlike manner and/or failed to perform work to the quality or standard promised.

39. For instance, the consumer whose narrative is described in paragraph 30.B., herein above, contracted with Defendants for a bathroom demolition and full renovation. Defendants completed the work in a shoddy manner, causing leaks and the collapse of a ceiling in the consumer's home. Defendants failed to repair the shoddy work and failed to refund the consumer.

40. Defendants' failure to complete the contracted-for home improvement projects and failure to correct defects resulting from their defective and unsatisfactory work violated Section 517.9(5) of HICPA.

41. Section 517.10 of HICPA states that a violation of any of the provisions of HICPA shall be deemed a violation of the Consumer Protection Law. 73 P.S. § 517.10.

42. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of

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the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

a. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and

b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v) and (xxi).

43. The Commonwealth alleges that all of the practices described above were performed willfully.

44. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;

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B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA, and any amendments thereto;

C. Ordering Defendants to be permanently enjoined from (i) engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or provision of "Home improvement" services as that term is defined in Section 517.2 of HICPA, including but not limited to, as an owner, shareholder, manager or employee of any business selling or providing such services, (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on their behalf, as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, pursuant to Section 517.3(a) of HICPA;

D. Authorizing the Commonwealth to direct its Bureau of Consumer Protection to deactivate and/or revoke any active HICPA registration affiliated with any of the Defendants;

E. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand Dollars ($1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA and Three Thousand Dollars ($3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

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G. Requiring Defendants to pay the Commonwealth's costs of its investigation and litigation of this matter, pursuant to Section 1602-U of the Act of April 9, 1929 (P.L. 343), 72 P.S. § 1602-U; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA AS TO DEFENDANTS JC CONSTRUCTION AND CALDWELL

DEFENDANTS PERFORMED HOME IMPROVEMENTS WITHOUT A REQUIRED HOME IMPROVEMENT CONTRACTOR REGISTRATION

45. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

46. Under Section 517.2 of HICPA, a home improvement includes repairs, replacements, removals, renovations or improvements done in connection with land or a portion of land adjacent to a private residence for which the total cash price of all work agreed upon between the contractor and the owner is more than Five Hundred Dollars ($500.00). 73 P.S. § 517.2.

47. A contractor is defined in Section 517.2 of HICPA as "[a]ny person who owns and operates a home improvement business or who undertakes, offers to undertake or agrees to perform any home improvement." 73 P.S. § 517.2.

48. Defendant JC Construction is a contractor as defined by Section 517.2 of HICPA.

49. Defendant Caldwell is a contractor as defined by Section 517.2 of HICPA.

50. Under Section 517.3 of HICPA, "[n]o person shall hold himself out as a contractor, nor shall a person perform any home improvement without first registering with the

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bureau." 73 P.S. § 517.3.

51. Furthermore, Section 517.9(1) of HICPA lists "prohibited acts" and states "[n]o person shall fail to register as required by this act." 73 P.S. § 517.9(1).

52. Defendants began operating a home improvement business and holding themselves out as contractors in 2018. Defendants, however, failed to maintain HICPA registration with the Bureau until June 13, 2022, when Defendants registered with the Bureau for the first time.

53. Defendants' HICPA registration was deactivated on August 16, 2023. Defendants did not immediately apply to reinstate their registration. For the period between August 2023 until about April 4, 2024, Defendants' HICPA registration was expired, deactivated, or otherwise inactive.

54. Defendants registered with the Bureau again on April 4, 2024, and maintained active registration through December 29, 2024, when that registration was deactivated. Defendants' HICPA registration was expired, deactivated, or otherwise inactive from December 29, 2024 through June 14, 2025.

55. In numerous instances, despite not having a valid registration as required by HICPA, Defendants—using the names "JC Home Repair," "JC Construction," and/or "JC Home & Construction Management, LLC"—engaged in home improvement work in Pennsylvania and entered into home improvement contracts with Pennsylvania consumers.

56. For instance, on or about July 7, 2019, Defendants entered into a contract for home improvement work with a Pennsylvania resident totaling $90,900 and accepted advance payments totaling $20,000. The consumer's narrative is described in paragraph 30.A., herein above.

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57. In another instance, on or about September 13, 2020, Defendants entered into a home improvement contract with a Pennsylvania resident totaling $8,575.00. The consumer's narrative is described in paragraph 30.B., herein above.

58. Defendants' conduct in holding themselves out as home improvement contractors and performing home improvement work without possessing the required home improvement contractor registration with the Bureau violated Sections 517.3 and 517.9(1) of HICPA.

59. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

60. The aforesaid methods, acts, or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

a. Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

b. Section 201-2(4)(iii), which prohibits causing a likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

c. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and

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d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(ii), (iii), (v), and (xxi).

61. The Commonwealth alleges that all of the practices described above were performed willfully.

62. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the conduct of Defendants as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA and any amendments thereto.

C. Ordering Defendants to be permanently enjoined from (i) engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or provision of "Home improvement" services as that term is defined in Section 517.2 of HICPA, including but not limited to, as an owner, shareholder, manager or employee of any business selling or providing such services, (ii) entering into any "home improvement contract" as that term is

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defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on their behalf, as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, pursuant to Section 517.3(a) of HICPA;

D. Authorizing the Commonwealth to direct its Bureau of Consumer Protection to deactivate and/or revoke any active HICPA registration affiliated with any of the Defendants;

E. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand Dollars ($1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA and Three Thousand Dollars ($3,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth's costs in this matter, pursuant to 72 P.S. § 1602-U; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA AS TO DEFENDANTS JC CONSTRUCTION AND CALDWELL

DEFENDANTS UTILIZED CONTRACTS WHICH FAILED TO COMPLY WITH THE REQUIREMENTS OF SECTION 517.7 OF HICPA AND SECTION 201-7 OF THE CONSUMER PROTECTION LAW

63. The averments and allegations of the preceding paragraphs are incorporated as

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though the same were fully set forth herein.

64. Under Section 201-7 of the Consumer Protection Law, "[w]here goods or services having a sale price of Twenty-Five and 00/100 Dollars ($25.00) or more are sold or contracted to be sold to a buyer, as a result of, or in connection with, a contact with or call on the buyer or resident at his residence… the buyer shall be provided with…":

a. the required language regarding the right to rescind the contract, as set forth in Section 201-7(b)(1) of the Consumer Protection Law; and

b. "[a] completed form in duplicate, captioned 'Notice of Cancellation,' which shall be attached to the contract…", as required by Section 201-7(b)(2) of the Consumer Protection Law.

73 P.S. § 201-7(b)(1) and (2).

65. Furthermore, under Section 517.7 of HICPA, contracts are not valid or enforceable against consumers unless the home improvement contractor has included specific provisions pertaining to the work to be performed. Specifically, a contract is invalid and unenforceable unless it includes, among other things:

a. the home improvement contractor registration number of the performing contractor, as required by Section 517.7(a)(1) of HICPA;

b. the entire agreement between the owner and the contractor, including attached copies of all required notices, to include the notice of cancellation, as required by Section 517.7(a)(3) of HICPA;

c. the approximate starting date and completion date for the work to be performed, as required by Section 517.7(a)(6) of HICPA;

d. the full name, addresses, and telephone numbers of all subcontractors on

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the project, as required by Section 517.7(a)(10);

e. the contractor's agreement to maintain insurance coverage and identification of the current amount of insurance coverage maintained at the time of signing the contract, as required by Section 517.7(a)(11);

f. the toll-free telephone number for the Bureau of Consumer Protection, as required by Section 517.7(a)(12); and

g. the notice of right of rescission, as required by Section 517.7(a)(13) and (b) of HICPA.

73 P.S. §§ 517.7(a)(1), (3), (6), (10), (11), (12), and (13), and § 517.7(b).

66. In certain instances, Defendants entered into a contract having a sale price of Twenty-Five and 00/100 Dollars ($25.00) or more as a result of contact with a consumer in his home, for a contract to perform home improvement services. *See* Exhibit A.

67. In certain instances, Defendants' contract failed to include all required notices, including, but not limited to, the notice informing the consumer of his or her right to rescind the contract, as required by HICPA and Section 201-7(b)(1) of the Consumer Protection Law. *See id*.

68. In certain instances, Defendants' contract failed to include all required notices, including, but not limited to, the Notice of Cancellation form, as required by Section 201-7(b)(2) of the Consumer Protection Law. *See id*.

69. In certain instances, Defendants' contract failed to include a valid home improvement contractor registration number. *See id*.

70. In certain instances, Defendants' contract failed to include the approximate starting date and completion date. *See* Exhibit B.

71. In certain instances, Defendants' contract failed to include the full names,

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addresses, and telephone numbers of all subcontractors on the project. *See* Exhibit A.

72. In certain instances, Defendants' contract failed to include the contractor's agreement to maintain insurance and the current insurance coverage. *See id*.

73. In certain instances, Defendants' contract failed to include the toll-free telephone number for the Bureau of Consumer Protection. *See id*.

74. Defendants' failure to utilize contracts which included all of the aforementioned required provisions violated Section 517.7 of HICPA.

75. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

76. The aforesaid acts and practices constitute unfair and deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of 73 P.S. §§ 201-3 and 201-2(4)(xxi).

77. The Commonwealth alleges that all of the practices described above were performed willfully.

78. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

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A. Declaring the conduct of Defendants as described herein above to be in violation of the Consumer Protection Law and HICPA;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA and any amendments thereto.

C. Ordering Defendants to be permanently enjoined from (i) engaging in trade and commerce within the Commonwealth of Pennsylvania involving the sale or provision of "Home improvement" services as that term is defined in Section 517.2 of HICPA, including but not limited to, as an owner, shareholder, manager or employee of any business selling or providing such services, (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on their behalf, as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, pursuant to Section 517.3(a) of HICPA;

D. Authorizing the Commonwealth to direct its Bureau of Consumer Protection to deactivate and/or revoke any active HICPA registration affiliated with any of the Defendants;

E. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law and HICPA;

F. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand Dollars ($1,000.00) for each instance of a past or present violation of the Consumer Protection Law and HICPA and Three Thousand Dollars ($3,000.00) for each instance of a past

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or present violation of the Consumer Protection Law and HICPA involving consumers age sixty (60) or older as victims;

G. Requiring Defendants to pay the Commonwealth's costs in this matter, pursuant to 72 P.S. § 1602-U; and

H. Granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
Attorney General

Date: 11/5/26 By: _____

James S. Wise
Senior Deputy Attorney General
Attorney I.D. #314913
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, PA 19103
Telephone: (215) 560-3684
Attorney for Plaintiff

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VERIFICATION

I, Samuel Behrens, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: 11/04/2026

/s/ Samuel Behrens
Samuel Behrens
Consumer Protection Agent

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Filed and Attested by the
Office of Judicial Records
05 NOV 2026 11:30 am
C. HEIM

EXHIBIT A

GENERAL CONTRACTOR SERVICES AGREEMENT
(NON-EMPLOYEE COMPENSATION CONTRACT)

This Independent Contractor Services Agreement (the "Agreement") is entered into on this ***July 7th, 2019*** by and *between* ***JC Home Repairs*** ("Contractor") and [redacted], a (Pennsylvania) limited liability company or S Corp ("Client") for services to be rendered at [redacted]

Contractor will commence work on or before ***June 21st, 2019*** and will perform the same on a daily basis.
This work shall be completed on or before ***September 21st, 2019***.

Contractor and Client hereby agree to the following:

1. Independent Contractor: Contractor and Client intend this Agreement to be one of independent contractor and client. Accordingly, Contractor retains the sole right to control or direct the manner in which the services prescribed herein are to be performed. Subject to the foregoing, Client retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to insure its quality and conformity with that specified in this Agreement. Contractor and Client understand that it is the Contractor's sole and complete responsibility to pay all employment taxes, including Federal and State withholding taxes and Social Security, and to obtain insurance, including worker's compensation coverage and public liability insurance and property damage insurance arising out of or relating to this Agreement. Contractor warrants that upon signing of this Agreement that Contractor has obtained all stated and necessary insurance and that it shall be kept in full force and effect until the completion of the work contracted for herein, and that the Client shall be named as an additional insured on all of the Contractor's insurance policies. The terms of this Agreement shall apply to and encompass all services rendered by any/all subcontractors performing services on behalf of the Contractor. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, Client's representatives, agents and employees from all claims, losses, damages and expenses arising out of or resulting from the performance of the work, including but not limited to any such claim, loss, damage or expense caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by them or anyone whose acts they are liable for.

2. Services Provided: Contractor agrees to perform the services listed in this contract (as contained in Exhibit "A", attached hereto and made a part hereof by reference) on behalf of the Client.

3. Project Cost Estimate: Pre-construction estimates for construction costs and coordination are *approximately* ***$90,900 which includes a $5,000 Contingency for unknowns***. The Contractor shall use the Contractor's best efforts and make every effort possible to keep costs of construction with stated budget and in an event the costs surpass estimates, the Contractor will follow the rules of change orders, stated in this document.

4. Taxes and Building Permits: The Contractor understands and agrees that he shall be responsible for all taxes, fees and expenses imposed directly or indirectly for its work, labor, material and services required to fulfill this contract. The Contractor is responsible for all permits pertaining to the law, ordinances and regulations where the work is performed.

5. Inspections: The Contractor shall call for all building inspections, meet with the inspectors, and ensure that all work contemplated herein passes all required building inspections. The Contractor shall pay for the entire cost of any re-work resulting from a failed inspection. If the Contractor fails to pay for any re-work inspection costs, the Client may deduct the reasonable costs against any sums due to the Contractor.

6. Clean-up: Contractor will be responsible for cleaning up the job on a daily basis, including all generated construction debris, drink cans, food wrappers, and/or other trash. If the Client determines in the Client's sole discretion that the Contractor is not cleaning up the job on a daily basis, the Client may have the job cleaned up on a daily basis and can deduct the reasonable costs against any sums due to the Contractor.

7. Client Approval: Client will approve Contractor services on the following basis:
a. The services meet all governing building codes.
b. All required building permit inspections have been completed and passed.
c. The services have been completed including all punch-out work as agreed.

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8. Invoicing and Payments: See the payment schedule as contained in Exhibit "B", attached hereto and made a part hereof by reference.

9. Change orders: The Contractor understands and agrees that no change orders or contract additions may be made unless agreed to in writing by the Client and Contractor. This includes but is not limited to alternations, additions, or small changes made in the work or the method of performance. If any additional work is performed and not covered in this Agreement, the Contractor proceeds at the Contractor's own risk and expense and hereby waives any rights to reimbursement or contribution from the Client, in addition to waiving any other rights that may become available to the Contractor to be compensated for the additional work.

10. Cancellation: The Client may, without any further obligation or penalty, (i) cancel any of the services in this contract which have not been completed by the Contractor within the specified time frame and / or (ii) cancel, at any time, any of services in this Agreement which have not yet been started by the Contractor. Upon such cancellation, the Contractor shall only entitled to compensation for the work performed. No compensation will be due for any and all of (i) the work that has not been started, and (ii) the portion of the work that is remaining to be completed.

11. Penalties: If the Contractor delays completion of the work beyond *3* days, the Client may reduce the Contractor's fee by the sum of $100 for each day the Contractor delays completion of the work beyond the aforementioned date. Or, if the payment has already been made, the Contractor shall reimburse to Client the sum of $100 for each day the Contractor delays completion of the work beyond the aforementioned date. The completion date may be adjusted for change orders, if in a signed writing between the Contractor and the Client.

12. Warranty: The Contractor warrants all services for one year after completion. If any item develops a problem within one year of completion, the Contractor shall repair it within three (3) business days of being notified by the Client, at no additional expense to the Client. If the Contractor does not make the requested repairs within three (3) business days, the Client may have a third party complete the repairs, and the Client may charge the Contractor for all reasonable costs incurred to complete the repairs.

13. Waiver: Failure of the Client to insist upon strict compliance of any of the provisions of this Agreement shall not constitute a waiver of any violation, nor shall any partial payment outside of the "payment schedule" be deemed as a waiver of any of the Client's rights to strict compliance with any of the terms of this Agreement.

14. Address: The Contractor herewith provides to Client the true and correct residence address, home phone number, and Federal Employer Identification Number or Social Security Number.

15. Arbitration:
The Client and Contractor agree that, if any controversy or claim arising out of or relating to this Agreement cannot be settled through direct discussions, they shall endeavor first to settle the controversy or claim by a mediation administered by JAMS under its applicable rules. **IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR LICENSED TO PRACTICE LAW IN CALIFORNIA OR A RETIRED JUDGE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE CITY OF SAN DIEGO. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

16. **Controlling Law**:

a. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN. TO THE EXTENT THE ARBITRATION PROVISIONS OF THIS AGREEMENT ARE NOT ENFORCED OR COURT PROCEEDINGS ARE OTHERWISE REQUIRED,COMMENCED OR MAINTAINED, THE PARTIES CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER PHILADELPHIA COUNTY, PENNSYLVANIA, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF

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THIS AGREEMENT, AND ALL PARTIES WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF CALIFORNIA IS AN INCONVENIENT FORUM.

b. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and in the event of any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within legal requirements, such provision shall be deemed stricken and severed from this Agreement and the remaining terms of this Agreement shall continue in full force and effect. .

17. Time is of the essence of this Agreement.

18. No Rule of Construction Against the Drafter. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties shall not be applied to the interpretation of this Agreement.

19. Entire Agreement: The Agreement constitutes and represents the entire agreement between the Client and the Contractor, and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature, whether oral or written, between the parties relating to the work to be performed hereunder. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against either party.

20. Special Stipulations: The following stipulations, if in conflict with any of the preceding, shall control:
The Contractor and any/all subcontractors rendering services on behalf of the contractor waives his/her right to hold the Client liable for any and all injuries occurring as a result of services rendered.

21. Incentives: If the following agreed upon work is complete and to our satisfaction before the due date of agreed upon total job timeline we will give the contractor a bonus of $100 for every day before the original completion date. As long as the property is completed and cleaned to our standards. For example: If work is completed 10 days before the original projected completion date, there will be a $1000 bonus issued to the general contractor.

IN WITNESS *WHEREOF,* all of the parties hereto affix their hands and seals.

Client: [redacted] Date: 7/8/19

Contractor: Julian caldwell Date: 7-8-19

Social Security or Federal ID #: [redacted]
Address: [redacted]

EXHIBIT "C" INSURANCE AGREEMENT
Cost for services and labor rendered is: $90,900.00
Total cost for the services contained in this Agreement including labor and materials is: $90,900.00

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EXHIBIT "A" SERVICES PROVIDED

ESTIMATE

[redacted]

Jc Home Repairs
114 Ridge Ave
Darby, Pa 19143
Phone: (484) 767-5704
Email: caldwell_julian@yahoo.com

Estimate #	000058
Date	05/23/2019
Business / Tax #	PA #157820

Description	Total
Demo /cleanout Demo ceilings Furniture removal Demo walls Open concept on 1st floor Clean out basement Demo ramp outfront	$5,500.00
Roof Install New shingle and flat roof Gutters and down spouts Flashing and drip edge	$4,500.00
Framing Frame up the house using 2x3 outer walls 2x4 door ways and closets Trey ceilings in master And on 1st floor	$7,500.00
Plumbing Re plumb the whole house 3.5 baths PVC and pex lines	$5,500.00
Electrical Rewire house from knob and tube to 12/2 and 14/2 wire system with internet options Recess lighting , puck lights , exhaust fans , gfic's	$6,000.00
Hvac Install 4 ton system heating and cooling system 4 levels	$6,500.00
Insulation Insulate entire house	$2,500.00

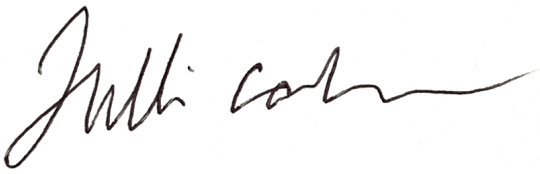
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Windows	$3,500.00
Install new windows	
Drywall	$8,500.00
Drywall wall entire house 4 levels and basement	
Paint	$2,000.00
Paint entire house	
Trim & baseboards	$4,500.00
Install trim and baseboards throughout entire house	
Doors	$3,000.00
Install interior and exterior doors	
Flooring & tile	$6,500.00
Tile 3.5 baths Flooring hardwood for 4 levels Vinyl for basement	
Iron railings	$2,400.00
For 4 flights steps	
Cabinets	$5,000.00
Install kitchen 42" shakers level 2 granite	
Appliances	$2,500.00
Install and order kitchen appliances	
Outside work	$4,500.00
Cement Siding Cedar shingles Landscaping Capping Painting	
Finishes	$5,500.00
Clean ups / trash removal Door knobs Kitchen knobs Touch up paint Lights Toilets Sinks Faucets Outlet and light covers Stain for steps Vent covers Address number Mail box	
Unforeseen	$5,000.00

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Having to replace structure joist
Missing bricks and bad lentils
Termites
Back shed

Subtotal	$90,900.00
Total	**$90,900.00**



[redacted]

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EXHIBIT "B" PAYMENT SCHEDULE

The total construction cost will be split up into 4 draws. First Draw will be issued up front. After confirming all work was completed, the next draw will be issued.

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EXHIBIT B

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Estimates #260 Edit

SEND PRINT INVOICE MORE

APPROVED

Desktop Mobile

ESTIMATE

1 of 3

Prepared For

[redacted]

Jc Construction

5512 Walnut St
Philadelphia, Pa 19143
Phone: (267) 467-1001
Email: caldwell_julian@yahoo.com

Estimate #	260
Date	09/13/2023
Business / Tax #	059410

Description	Total
demo Demo basment walls and drop ceiling Demo bathroom Clean out debris and haul away	$5,500.00
frame Frame basment , frame ceiling where needed , make bathroom bigger	$4,800.00
electrical Update panel box 100amp service Wire lights , outlets , switches Additional charge if exsisting wiring is no good Trouble shooting included 1300	$4,250.00
plumbing Run plumbing for basement bath! laundry plumbing Add plumbing for shower 1,500	$5,500.00
Sheetrock Sheetrock and spackel Sand ready for paint !	$7,500.00

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paint	$2,000.00

Estimates Invoices Clients Payments More

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Paint basment ceilings walls , door, trim	$2,000.00
garage door Install new garage door	$3,500.00
doors & trim Install basment doors & trim , and baseboard	$1,200.00
floors Install vinyl flooring or tile flooring (owners choice)	$5,500.00
bathroom Tile shower walls Vanity Toilet Accessories Tile floor Threshold	$5,500.00

Subtotal	$45,250.00
Total	**$45,250.00**
Deposit Due	**$10,200.00**

Payment Schedule

Deposit (22.54%)	$10,200.00
1st Payment (22.1%)	$10,000.00
2nd Payment (22.1%)	$10,000.00
Final Payment (33.26%)	$15,050.00

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